

## **ASSURANCES, CERTIFICATIONS, AND STIPULATIONS**

The following Assurances, Certifications and Stipulations are required by the Department of Labor and Economic Opportunity to be incorporated into the Michigan Works! Southwest Area System Plan and all subawards that may be awarded by the Michigan Works! Agency.

### **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Workforce Innovation and Opportunity Act (WIOA) requires for all programs receiving financial assistance under Title I the following assurance:

As a condition to the award of financial assistance from the Michigan Department of Labor and Economic Opportunity, Workforce Development (LEO-WD) under the WIOA Title I, the CONTRACTOR/SUBRECIPIENT assures that throughout the term of this Agreement, it complies with and will continue to comply with the non-discrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States (U.S.) on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and, against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the U.S. or participation in any WIOA Title I financially assisted program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR/SUBRECIPIENT also assures that it complied and will continue to comply with all regulations implementing the laws listed above. This assurance applies to the CONTRACTOR/SUBRECIPIENT'S operation of WIOA Title I financially-assisted program or activity, and to all agreements the CONTRACTOR/SUBRECIPIENT makes to carry out the WIOA Title I financially assisted program or activity. The CONTRACTOR/SUBRECIPIENT understands that the U.S. has the right to seek judicial enforcement of this assurance.

1. In connection with the performance of work, the CONTRACTOR/SUBRECIPIENT further agrees or certifies that they will comply with the following:
  - a. Executive Order 11246, as amended by 11375. (41 Code of Federal Regulation [CFR] Parts 60-64).
  - b. Rehabilitation Act of 1973, as amended, Section 503 (29 United States Code [USC] 793), Public

Law (PL) 93-112.

- c. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), PL 101-336.
  - d. Pregnancy Discrimination Act of 1975 (92 Statute 2076), PL 95-555.
  - e. Civil Rights Act of 1964, Title VII (42 USC 2000 et seq.), PL 88-352.
  - f. Civil Rights Act of 1968, Title VIII (42 USC 300 et seq.), PL 90-284.
  - g. Civil Rights Restoration Act of 1991 (20 USC 1686-1688, 29 USC 706 and 709, 42 USC 2000[d]-4[a] and 6107), PL 100-259.
  - h. Affirmative Action Provisions of the Vietnam Era Veterans' Readjustment Assistance Act, as amended (38 USC 4218), PL 72-74
  - i. Equal Pay Act of 1963, as amended (29 USC 206[d]), PL 88-38.
  - j. Elliott Larsen-Civil Rights Act, as amended (Michigan Compiled Laws Annotated [MCLA] 37.2101 et seq.), Public Act (PA) 453 of 1976.
  - k. Persons with Disabilities Civil Rights Act (MCLA 37.1101 et seq.), PA 220 of 1976.
2. The CONTRACTOR/SUBRECIPIENT must comply with all applicable federal and state laws including, but not limited to the following:
- a. Immigration Act of 1986 (8 USC 1324[a]) PL 99-603. Immigration Reform and Control Act of 1986 (8 USC 1324[a]), PL 99-603.
  - b. Family and Medical Leave Act of 1993 (29 USC 2601), PL 103-3.
  - c. Older Americans Act of 1965, as amended (47 USC 3001 and 3056 et seq.), PL 89-73.
  - d. Military Selective Service Act, Title I, Section 3, as amended (50 USC 453), PL 97-86.
  - e. Privacy Act of 1974, (5 USC 522[a][e][3]), PL 93-579.
  - f. Whistleblower's Protection Act (MCLA 15.361 et seq.), PA 469 of 1980.
  - g. Federal Hatch Act (5 USC 1501-1508).
  - h. Jobs for Veterans Act, PL 107-288, as amended by PL 112-56 (Reference: Employment and Training Administration [ETA] Training and Employment Guidance Letter No. 10-09, issued November 10, 2009).
  - i. Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, PL 109-234, which contains salary and bonus limitation requirements for the U.S. Department of Labor/ETA funded programs.
  - j. Michigan Youth Employment Standards Act, as amended (MCLA 409.101-124), PA 90 of 1978; or the Federal Child Labor Regulations, Part 570, as amended, whichever is more stringent.
  - k. Improved Workforce Opportunity Wage Act, PA 337 of 2018.

- l. Michigan Payment of Wages and Fringe Benefits, as amended (MCLA 408.471-583), PA 390 of 1978; and Overtime Protection (MCLA 408.477), PA 390 of 1978.
- m. Michigan Worker's Disability Compensation Act, as amended (MCLA 418.101-941), and Administrative Rules, PA 317 of 1969.
- n. Michigan Open Meetings Act, as amended (MCLA 15.261 et seq.), PA 267 of 1976.
- o. Michigan Contracts with Employers Engaging in Unfair Practices, as amended (MCLA 423.321 et seq.), PA 278 of 1980.
- p. Michigan Occupational Safety and Health Act, as amended (MCLA 408.1001-1094), PA 154 of 1974.
- q. Michigan Right to Know Act (MCLA 408.1014[a]-1014[n], PA 80 of 1986.
- r. Veteran Right to Employment Services Act (MCLA 35.1093), PA 39 of 1994.
- s. Social Welfare Act, as amended (MCLA 400.55[a], and 400.56[f]), PA 280 of 1939.
- t. Title IV-F of the Social Security Act, as amended, PL 74-271.
- u. Michigan Welfare Policy Provisions, PA 223 of 1995.
- v. Title IV-A of the Social Security Act, as amended, PL 74-271.
- w. 45 CFR 201 through 257, and 260 through 265, Temporary Assistance for Needy Families.
- x. Food Stamp Act of 1977, as amended, PL 105-33.
- y. 7 CFR 271, 272, and 273, Required Elements of the Combined State Plan and Plan Modifications.
- z. WIOA of 2014, PL 113-128.
- aa. The WIOA Joint Final Rule at 81 CFR 55791 and WIOA Final Rule at 81 CFR 56072.
- bb. Reed Act Provisions of Title IX of the Social Security Act.
- cc. Trade Adjustment Assistance Reform Act of 1974, as amended.
- dd. The Wagner-Peyser Act of 1933, as amended under WIOA Title III.
- ee. The Michigan Employment Security Act of 1936, as amended.
- ff. 20 CFR Part 653, with respect to equitable services to migrant and seasonal farm workers and other requirements, as amended.
- gg. Uniform Budgeting and Accounting Act, as amended, PA 2 of 1968.
- hh. Uniform Unclaimed Property Act, PA 29 of 1995.
- ii. Office of Management and Budget (OMB) Circular A-102; Grants and Cooperative Agreements with State and Local Governments.
- jj. Common Rule (29 CFR Part 97 and 45 CFR Part 92); Uniform Administrative Requirements for

Grants and Cooperative Agreements to State and Local Governments.

kk. PL 104-154, July 5, 1996, 104<sup>th</sup> Congress; Single Audit Amendments of 1996.

ll. Section 5 of Appendix A of 29 CFR 97.36(i)(8), 45 CFR Part 74, 45 CFR Part 92; Notice of Awarding Agency Requirements and Regulations Pertaining to Patent Rights.

mm. 2 CFR Part 200 et al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Michigan Department of Labor and Economic Opportunity – Workforce Development, or any of its authorized representatives, and/or Michigan Works! Southwest, or any of its authorized representatives, shall have the right of access to any and all pertinent documents, papers, or other records of grantees and sub-grantees which are pertinent to grant operations. This applies to all financial and programmatic records, supporting documents, and statistical records of the CONTRACTOR/SUBRECIPIENT, which are required to be maintained by the OMB circulars, the grant agreement, federal regulations, or state policy for the purpose of conducting discrimination complaint investigations, Equal Opportunity compliance/monitoring reviews, and for inspecting and/or copying policies, records, and other materials, as may be pertinent, to determine compliance with and ensure enforcement of the non-discrimination and Equal Opportunity provisions of federal grant programs.

## STIPULATIONS

### 1. **State Held Harmless - Indemnification**

The CONTRACTOR/SUBRECIPIENT shall indemnify, defend, and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, and Michigan Works! Southwest, its departments, divisions, agencies, sections, commissions, officers, employees, and agents, from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty), arising from, or in connection with, any of the following:

Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents, and Michigan Works! Southwest, its employees, and agents, arising out of, or resulting from: (1) the product provided, or (2) performance of the work, duties, responsibilities, actions, or omissions of the CONTRACTOR/SUBRECIPIENT, or any of its subcontractors, under this plan.

Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents, and Michigan Works! Southwest, its employees, and agents, arising out of, or resulting from, a breach by the CONTRACTOR/SUBRECIPIENT of any representation or warranty made by the CONTRACTOR/SUBRECIPIENT in this plan.

Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents, and Michigan Works! Southwest, its employees, and agents, arising out of, or related to, occurrences that the CONTRACTOR/SUBRECIPIENT is required to insure against as provided for in this plan.

Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents, and Michigan Works! Southwest, its employees, and agents, arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, in connection with the performance of services by the CONTRACTOR/SUBRECIPIENT, by any of its subcontractors, by anyone directly or indirectly employed by the CONTRACTOR/SUBRECIPIENT, or by anyone for whose acts the CONTRACTOR/SUBRECIPIENT may be liable; provided however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentionally wrongful conduct of the State or Michigan Works! Southwest.

Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents, or Michigan Works! Southwest, its employees, and agents, which results from an act or omission of the CONTRACTOR/SUBRECIPIENT or any of its subcontractors in its capacity as an employer of a person.

Any claim, demand, action, citation, or legal proceeding against the State, its employees, and agents, or Michigan Works! Southwest, its employees, and agents, incurred in connection with any action or proceeding threatened or brought against the State or Michigan Works! Southwest to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or service supplied by the CONTRACTOR/SUBRECIPIENT or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any U.S. or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the U.S. In addition, should the equipment, software, commodity, or service, or the operation thereof, become, or in the CONTRACTOR/SUBRECIPIENT's opinion be likely to become, the subject of a claim of infringement, the CONTRACTOR/SUBRECIPIENT shall, at their sole expense:

- (1) procure for the State or Michigan Works! Southwest the right to continue using the equipment, software, commodity or service or if such option is not reasonably available to the CONTRACTOR/SUBRECIPIENT,
- (2) replace or modify the same with equipment, software, commodity, or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the CONTRACTOR/SUBRECIPIENT,
- (3) accept its return by the State or Michigan Works! Southwest, with appropriate credits to the State or Michigan Works! Southwest, against the CONTRACTOR/SUBRECIPIENT's charges and reimburse the State or Michigan Works! Southwest for any losses or costs incurred as a consequence of the State or Michigan Works! Southwest ceasing its use and returning it.

In any and all claims against the State of Michigan, or any of its agents or employees, or Michigan Works! Southwest, or any of its agents or employees, by any employee of the CONTRACTOR/SUBRECIPIENT, or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR/SUBRECIPIENT under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub-clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub-clause.

## 2. Publication Rights

All interim, draft, and final reports and other documentation, including machine-readable materials produced by the CONTRACTOR/SUBRECIPIENT in connection with the work provided for under funds from the WD, shall be deemed to be works for hire and all rights, including copyright and publication rights, shall vest in the State and/or Michigan Works! Southwest. The CONTRACTOR/SUBRECIPIENT shall acknowledge the WD as the grantor of all funds when developing information for internal purposes or public dissemination, either in writing or oral presentation. This will include all printed, published, and other promotional materials of any kind, which may be developed for informational reasons.

## 3. Cancellation

Michigan Works! Southwest may cancel this plan for any of the following reasons:

- a. **Default of the CONTRACTOR/SUBRECIPIENT:** If Michigan Works! Southwest/LEO-WD identifies any action that would result in default by the CONTRACTOR/SUBRECIPIENT, the CONTRACTOR/SUBRECIPIENT shall be given an opportunity to correct such action. If the action is not corrected and default still exists, the State may immediately cancel the grant without further liability to the State, its departments, agencies, and employees, and/or Michigan Works! Southwest, its departments, agencies, and employees. Michigan Works! Southwest may procure the articles or services from other sources and may hold the CONTRACTOR/SUBRECIPIENT responsible for any excess costs incurred.
- b. **Lack of Further Need for the Service or Commodity:** In the event that Michigan Works! Southwest no longer needs the service or commodity specified in the plan due to program changes, changes in law, rules or regulations, relocation of offices, or insufficient funding, the State may cancel the contract without further liability to the State, its departments, agencies, and employees by giving the CONTRACTOR/SUBRECIPIENT written notice of such cancellation 30 days prior to the date of cancellation.
- c. **Failure of the Legislature or the Federal Government to Provide the Necessary Funding:** In the event that the legislature or the federal government fails to provide or terminates the funding necessary for this plan, Michigan Works! Southwest may cancel the plan by providing written notice to the CONTRACTOR/SUBRECIPIENT 30 days prior to the date of cancellation provided; however, in the event the action of the legislature or federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to the CONTRACTOR/SUBRECIPIENT. In the event of a termination under this sub-paragraph, the CONTRACTOR/SUBRECIPIENT shall, unless otherwise directed by Michigan Works! Southwest in writing, immediately take all reasonable steps to terminate its operations and to avoid, and/or minimize, further expenditures under the plan.
- d. **Upon Order of a Court or Direction by the Federal Government:** In the event of a court order halting or suspending activities under the plan or, in the case of a plan involving federal funds or otherwise subject to federal oversight, issuance of an order or directive by the federal government halting or suspending activities under the plan, Michigan Works! Southwest shall promptly notify the CONTRACTOR/SUBRECIPIENT in writing of the entry or receipt of such order and shall direct the CONTRACTOR/SUBRECIPIENT to take immediate action in conformity with such order or directive. In the event of a termination or suspension of the plan under this sub-paragraph, the CONTRACTOR/SUBRECIPIENT shall, unless otherwise directed by Michigan Works!

Southwest in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the plan.

- e. **Criminal Conviction:** Michigan Works! Southwest may immediately cancel the plan without further liability to the CONTRACTOR/SUBRECIPIENT, if the CONTRACTOR/SUBRECIPIENT, or an officer of the CONTRACTOR/SUBRECIPIENT, is convicted of a criminal offense incident to the application for, or performance of, a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the WDB's business integrity.

4. **Requirements for Participants**

The State delegates to Michigan Works! Southwest responsibility for the determination of participant eligibility for programs funded in whole, or in part, by the WD.

5. **Financial Responsibility and Liability**

As the grant recipient, the CEO(s) for each Local Area is liable for all workforce development funds received through the WD.

6. **Records and Reports**

The CONTRACTOR/SUBRECIPIENT shall provide to the State, and Michigan Works! Southwest, and their designated agents, access and the right to examine and audit all records, books, papers, tapes, or documents related to the programs funded by the WD.

7. **Gratuities**

The State may, by written notice to the Grantee, terminate the right of the Grantee to proceed under this grant agreement if it is found, after notice and hearing, by the Grant Officer or a duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Grantee to any officer or employee of the State with a view toward securing a grant agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such grant agreement; provided that the existence of the facts upon which the Grant Officer or a duly authorized representative makes such findings shall be an issue that may be reviewed in any competent court.

8. **Travel & Mileage Reimbursement**

Foreign travel is not allowable except with prior written approval. Prior written approval must be obtained from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to the non-federal entities' written policies and procedures. All travel must also comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available. Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, the maximum allowable mileage reimbursement rates for Federal employees apply. Mileage rates must be checked annually to ensure compliance with the [Federal rates](#).

**ALL POWERS NOT EXPLICITLY VESTED IN THE MWA, WDB, CEO, OR ADMINISTRATIVE ENTITY  
REMAIN WITH THE STATE.**

**Organization Name:**

**Signatory Name:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**